

AKRON GENERAL MEDICAL CENTER HOUSE OFFICER CONTRACT

This agreement is made as of _____, 2005, by and between Akron General Medical Center (the "Hospital"), and _____ (the "Resident").

Whereas, Hospital desires to offer said Resident a position in the Hospital's _____ residency training program, on the terms and conditions set forth herein; and whereas Resident desires to accept such position on the agreed terms and conditions, the following contract is so offered.

I. APPOINTMENT

- A. Hospital offers and Resident accepts appointment as a _____ year resident in _____ for the academic year beginning _____, 2005, and ending _____, 200_.

II. ACCREDITATION COUNCIL FOR GRADUATE MEDICAL EDUCATION (ACGME)

- A. Hospital agrees to provide training programs that meets with the standards established by the Accreditation Council for Graduate Medical Education (ACGME) and its various residency review committees (RRC).
- B. Hospital acknowledges it is in substantial compliance with the ACGME Institutional Requirements for sponsoring institutions.
- C. Hospital acknowledges it follows the policies on resident selection and evaluation as delineated in the Institutional and Common Program Requirements of the ACGME.

III. RESIDENT RESPONSIBILITIES

- A. Resident acknowledges responsibility for satisfactory performance of his/her performance of duties as assigned at a satisfactory level of competence as determined by the Department Chairman, Program Director or Chairman of Medical Education.
- B. Resident acknowledges responsibility to participate in safe, effective and compassionate care under supervision.
- C. Resident acknowledges responsibility to participate in the educational activities of the residency training program as assigned and assumes responsibility for teaching and supervising other residents and students as required by the Chairman and/or Program Director.

- D. Resident agrees to abide by the rules, regulations, policies and procedures of the Medical Staff in effect at Akron General Medical Center as well as all rules, regulations, policies and procedures set forth in this contract and in the terms and conditions of appointment as described in the House Officer Manual (HOM) of Akron General Medical Center. Such requirements include participation in institutional programs and activities and adhere to established practices, procedures and policies of the institution. A physical examination including pre-employment drug testing, x-rays and pertinent laboratory procedures is required at the start of an appointment. This may include such procedures and/or immunizations as deemed appropriate by Akron General to assure minimal health risk to the resident, other staff members and patients.

Resident acknowledges and agrees that Akron General Medical Center may make any reasonable amendment or alteration to the House Officer Manual at its discretion provided no such amendment or alteration conflicts with the language in this contract.

Resident is expected to act, appear, and perform in a manner consistent with their status as a physician. Standards of Conduct are further defined in H.R. Policy #9.7 and House Officer Manual (HOM).

Resident in an AGMC sponsored residency is a hospital employee and as such is subject to AGMC policies. H.R. Policy 3.4 entitled "Drug Awareness/substance Abuse" is applicable in the setting of physician impairment. No employee whose behavior is impaired by depressants, stimulants or other similar substances may work. Impairment is further defined in the House Officer Manual.

- E. Resident agrees to abide by ACGME and RRC mandated duty hours and acknowledges non-compliance may be grounds for adverse action and possible termination.
- F. Resident agrees to abide by AGMC policies on physician impairment and substance abuse as well as policies on gender and other forms of harassment.
- G. Resident shall maintain a valid training certificate in the State of Ohio. A temporary DEA registration number will be assigned to the resident by the Pharmacy.

IV. HOSPITAL OBLIGATIONS

- A. Hospital acknowledges it is in substantial compliance with the ACGME Institutional Requirements for sponsoring institutions.
- B. Hospital further acknowledges that it follows the policies on resident selection and evaluation as delineated in the Institutional and Common Program Requirements of the ACGME.
- C. Hospital agrees to provide due process for the redress of grievances as described in the House Officer Manual and in Section IX of this document.
- D. Hospital agrees to provide counseling services to residents in need of such as described in the HOM.
- E. AGMC affords primary medical malpractice coverage for all house officers and will indemnify and defend any and all claims, losses, damages and suits arising out of an allegation of malpractice. This coverage is applicable only for duties performed within the scope of the house officer's training program at AGMC and during approved rotations which are part of the educational program but offered at other facilities at which AGMC has a stipulated agreement. The resident is provided this professional liability insurance coverage through AGMC's Self Insured Trust Fund.
- F. The Hospital and each specialty program in accordance with the ACGME requirements has a policy in place regarding resident duty hours. The ACGME standards will be strictly adhered to as a responsibility of the programs, sponsoring institution and accrediting body relating to safe patient care and appropriate learning environment for residents.

G. CLOSURE/REDUCTION

In the unlikely event that Hospital must close or reduce the number of residents in its sponsored programs, affected personnel will be notified as soon as possible. Residents currently enrolled will either be allowed to complete their program or the hospital will assist them in enrolling in an ACGME accredited residency program at another institution.

V. COMPENSATION

- A. As the sole consideration to be received by Resident for the services to be provided hereunder, Hospital agrees to provide:
1. An annual salary of _____ compatible with the training year covered by this Agreement only as long as the resident's obligations continue to be performed in an acceptable and professional manner. Stipends will be deposited directly into a checking account in a participating bank of the Resident.
 2. Paid time off (PTO) of 15 days that may be taken upon receipt of prior approval of the Program Director and others as indicated in the House Officer Manual.
 3. Resident qualifies for hospital sponsored health, life insurance and reimbursement accounts.
 4. Resident will receive both term life insurance and long-term disability insurance policies.
 5. Meals are provided in the cafeteria at no cost to Resident. Meals will also be provided for Resident's immediate family (spouse and/or children) in the cafeteria on Saturdays, Sundays and those holidays recognized by Hospital.
 6. Resident call quarters and laundry services are provided.
 7. Professional leave of absence (LOA), sick leave, medical leave (FMLA) or other leaves of absence (LOA) are provided per Hospital policy.
- B. Resident agrees that no compensation of any kind or nature will be accepted from patient or third parties for any services rendered pursuant to this agreement.

VI. OUTSIDE ACTIVITIES

- A. Resident may not participate or engage in any medical work of any kind or nature whatsoever until following requirements are met: 1) Resident has a permanent license to practice medicine in Ohio; 2) such activities must be approved by the Program Director.

Resident acknowledges that the malpractice insurance provided by the hospital will not cover activities outside of the residency training program. Internal moonlighting is discouraged and must be reported to program director for duty hour inclusion.

VII. CONDITIONS FOR PROMOTION, REAPPOINTMENT OR NON-RENEWAL OF AGREEMENT

A. Evaluation

Each training program will use a variety of evaluation methods as well as various examination results to assess Resident progress in meeting the six core competencies (ACGME). If Resident functions below the level of appropriate performance, the Resident may be placed on probation for a period of time to be determined by the Program Director but not to exceed six (6) months. The reasons for probation and the specific deficiencies as well as the reformation expected will be identified and reported to Resident and the Department of Medical Education in writing.

B. Promotion

Advancement to the next post graduate (PG) level of training is recommended by the Program Director and authorized by the Chairman of Medical Education and is based upon satisfactory advancement in the core competencies.

C. Non-renewal of Agreement of Appointment

The decision not to renew Resident's contract will be communicated in writing to Resident by the Program Director after discussion with the Chairman of Medical Education no later than four months prior to the end of Resident's current agreement if possible.

If the primary reason for the non-renewal occurs within the four months prior to the end of the agreement, program will provide Resident with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the agreement.

VIII. TERMINATION

Upon determination by either the Program Director, Chair of Medical Education or Chief Executive Officer of the hospital that Resident has not or cannot fulfill each of his/her obligations under this agreement, Hospital may, in its sole discretion, terminate the Agreement and dismiss Resident from the training program. Hospital shall not terminate the Agreement without first providing Resident written notice and an opportunity to discuss with the Program Director or Chair of Medical Education any differences, grievances or dissatisfaction which may exist. Resident has the right to question any adverse action by his/her Program Director.

IX. GRIEVANCE AND DUE PROCESS

Resident has the right to question any adverse action by their Program Director. Such issues can be addressed orally or in writing to the Chair of Medical Education within seven (7) calendar days of the adverse action. A dispute that could result in dismissal or significantly threaten a Resident's career development may be appealed by Resident. Such a request must be made to the Chair of Medical Education in writing within fifteen (15) calendar days after the termination of discussions described above. Appeal will be heard by a panel of three (3) Program Directors selected by the Chairman of Medical Education (none of whom was involved in taking the adverse action against the House Officer); the President of the House Officers' Association; and the Senior Vice President, Medical Affairs or their designee. The Chairman of Medical Education shall preside without vote at the hearing. The hearing will be held within thirty calendar days from the date the written request is received by the Chairman.

James Dougherty, M.D., Chairman
Department of Medical Education and
Designated Institutional Official (DIO)

Resident

Date

Date

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